

**I ATTACHMENT A STATEMENT OF FACTS**

- II Facts are stated from 2010 in relation to all violations, and do not particularly pertain to anyone
- III violation unless stated, just disclosing all information.
- IV Plaintiffs office number was placed on the due not call list in 2003.
- V **01/04/2010** Chase Billing end 8658 Info on Settling Debt **EX I (A)**
- VI January through May, MCM 6-8 calls daily to work so placed on due Not Call
- VII Plaintiff informed MCM that she was informed by Chase, and she was told that she would have to
- VIII wait a period of time from her last payment to settle her Chase Account, and was told a date that she
- IX could settle, **SUPPLIED COPIES OF SETTLEMENT** check number 883 for Juniper account
- X ending in 5943 to MCM **EX 1 (B)**
- XI Plaintiff was on the verge of bankruptcy, and informed Chase her intentions on filing, and that is
- XII when the subject of settling the debt entered, and Plaintiff was informed to prepare her statement for
- XIII settlement and attach a check, and call 866-965-9305, and they would give me information on how
- XIV to settle.
- XV Plaintiff did call number and was told another number 866-965-9330 and WAS TOLD she would
- XVI have to wait until February 22, 2010 to prepare settlement. **Ex 1 (A)**
- XVII Midland funding showing Chase as their account in Experian Report **Ex VII (C)**
- XVIII DNC or WN I state DNC means Do not Call, and WN means work number.
- XIX **02/23/2010** That Plaintiff did wait the allotted time before she wrote checks to settle her Chase
- XX Accounts ending 8658 and 8550. **EX VI (A)**
- XXI **03/01/2010**, Please do not contact me by phone any further as per agreement **EX IV (A)**

- XXII 04/04/2010 Defendant MCM called at Plaintiffs work repeatedly, never citing purpose, such as
- XXIII requesting or updating information on Plaintiff
- XXIV 04/04/2010 Plaintiff received another call from MCM answered by staff, said would return call.
- XXV 04/05/10 Plaintiff received 2 calls from MCM, again only trying to collect upon a Chase account,
- XXVI that Plaintiff had told them she had settled with Chase.
- XXVII Plaintiff has not stated all calls do to volume, but they occurred multiple times daily, as indicated for
- XXVIII half of 2010 per Bates 000236 EX XIV (A)
- XXIX **It is an undisputed fact, that by MCM calling repeatedly and failing to state trying to get**
- XXX **location of debtor or to correct information they violated 1692 b(1) Per Bates 000236**
- XXXI 04/15/2010 Shows where conversations were made with DAB as to payment, this was per
- XXXII telephone call to Plaintiff at work, disputed previously EX XXXI (E)
- XXXIII 04/20/2010 Per Bates sheet states left message not on cell so assuming office, number on that sheet
- XXXIV shows 0000000000 17:00:52 **Not on List of Calls per 000236 EX XIV (A), EX XXXI (B)**
- XXXV 06/20/2010 MCM Billing end 1138 We would like to TY for Payment EX II (A)
- XXXVI Called upon Receipt and Disputed, stated paid to Chase not MCM.
- XXXVII 06/20/2010 MCM Stated we would like to thank you for your previous payment on
- XXXVIII your account, acting as if Chase account ending in 1138 was their account, while Midland.
- XXXIX Credit stated was servicing agent for Chase on this account their # ending in 5657. EX II (A)
- XL 06/21/2010 Billing MCM acct ending in 5657 Notice MCM Service of Chase EX II (B)
- XLI Called upon Receipt and Disputed so called MCM and Explained was

- XLII Paid to Chase, Cease and Desist with calling my work, writing only:
- XLIII and then faxed on their letter same information with Chase settlement to Bruce Williams.
- XLIV 07/13/10 Call to Work at 06:45 A.M. this was MCM answered and then hung up.
- XLV 07/29/10 Letter from MCM, called on 08/02/10 Disputed, and asked to cease calling
- XLVI work and faxed the dispute per account ending in 5657 800-577-4133 **EX III & IV (A)**
- XLVII 07/30/10 Plaintiff Requested MCM to provide proof faxed to them acct 5657 **EX III(A)**
- XLVIII 08/28/2010 FAXED A COPY OF THEIR PAYMENT COUPON, AND STATED SETTLED
- XLIX MCM was told via call this account was settled with ck#881 Cleared her account on 03/25/2010, and
- L she disputes this claim. Dates skip from 10/20/2010 to 12/05/2014 no reason given, CHECKED TO
- LI SEE IF ANY CALLS FROM BATES 000236 FOR DATES OF 04/04, 04/05, 06/19/10 NONE
- LII PRESENT, 06/07, 06/08, 06/09, 06/10, 06/11, 6/12, 06/13/12, 01/22/2013 NONE PRESENT
- LIII **How did they give log of calls when none are in their logs.** **EX XXXI(A)**
- LIV Multiple lines deleted or missing sequence errors.
- LV Multiple sequencing errors, where lines have been deleted or omitted, starting at line 3. Plaintiff
- LVI received calls daily from MCM and this log has so many omissions Plaintiff cannot show.
- LVII 11/19/10 Contacted MCM about letters and calls, and told this was settled, then contacted Midland
- LVIII Funding and told them about actions of MCM.
- LIX MCM informed Plaintiff cannot accept check only, I told them to cease calling
- LX LETTER HISTORY, 2299 messages acct 8533655657 EACH ACCOUNT BEARS THIS, Plaintiff
- LXI SUGGESTS this was the amount of messages per her accounts. **Ex XXXI (D)**

- LXII Disputed acct ending in 1927 THEY CALLED MY CELL, AND WORK, BUT STATED WRONG
- LXIII NUMBER ON FAX LINE **EX XXXI (J)**
- LXIV Midland Credit Management contacted plaintiff repeatedly daily, usually 2 times a day per account
- LXV after verification of check, bank account, and notices with check of settlement, and not once asked to
- LXVI state confirming or correction of location information, or to identify who they were, themselves,
- LXVII outside of MCM.
- LXVIII Starting with date of 04/05/2010, same account ending in 5657, notice multiple
- LXIX calls made to Plaintiff listed as contacting 0000000000, not stating to which number.
- LXX Indicating times before 7 a.m, and or stating no message left, This was where on 000236 calls were
- LXXI stated to be made 04/04-04/05-06/19/2010 **EX XXXI (B)**
- LXXII 2<sup>nd</sup> page starting with 06/20/10 ending in 07/15/2011 skips 33-34, then skips a year,
- LXXIII sequence 37, 37-0001 using o's as number no explanation given to reasons when asked
- LXXIV Contact WRITING "ONLY seq 38-0006
- LXXV Still showing account ending in 5657, dating showing starting 06/20/2010 with 7 dates
- LXXVI listed ending in 07/15/2011, again where is the missing dialog. **EX XXXI (C)**
- LXXVII Notice at top, verbal written cease desist/refuse #5657 **EX XXXI (D)**
- LXXVIII Notice of speaking with DAB 04/15/10 stating Paid 03/25/10 **EX XXXI (E)**
- LXXIX Showing start date of 07/08/2010 Phone Maintenance for acct ending in 5657
- LXXX 10/21/2010 Copy of billing 8533655657 dispute by phone and faxed dispute, and asked for full
- LXXXI proof. **EX IV (B)**



LXXXII **I. this statement was prior to settlement, so did not reflect true balance**

.XXXIII **ii. this debt had been disputed repeatedly to MCM and Midland Funding**

.XXXIV **iii. Never received anything to show proof balance was correct.**

LXXXV **07/08/2011 IRS Assistant EIN Elisha Ford Efordable Tax, this shows they were now calling her**

.XXXVI **business not Poor Mans Accounting** **EX XV (A)**

XXXVII **06/01/12 Call to work FROM MCM STATED WRONG NUMBER at 06:45 a.m.**

.XXVIII **06/28/12 Telephone Maintenance 8550221927 cellular numbers last digits removed marked DNC**

.XXXIX **and Work Number marked WN, and Home number 573-245-9817 NONCNT:**

XC **I. I state these mean DNC do not call, WN work number, and NONCNT, no consent to call me as**

XCI **these were all stated to MCM by each call and letter**

XCII **ii. I specifically asked meaning from Gallegos, attorney on record from MCM, and she stated all**

XCIII **discovery was complete and they could not answer what it was.** **EX XXXI (N)**

XCIV **Plaintiff found no sheets containing 2012 history or agents sheets to review calls on Bates000236**

XCV **I. Plaintiff submitted this as per calls made in MDL action**

XCVI **ii. There is no data in any sheet containing 2012 history or data**

XCVII **12/18/12 MCM Billing Chase ending in 1927 Disputed by phone then FAX** **EX(D)**

XCVIII **Bates 000236 states one call on 01/22/13 and Plaintiff did not find this call any where on sheets.**

XCIX **They state blacked areas is privacy to them or Legal** **EX XXXI(I)**

C **1/23/2013 Call from MCM regarding Barclay account, then another call regarding Chase, spoke with**

CI **secretary in depth about collections from who and how much: there were many calls that were**

CII answered by self and staff, that were hung up on because of belligerence and fowl language from  
CIII MCM.

CIV **01/24/2013 Midland Funding Cease Communication Barclay Jay Marshall** **EX IV (E)**

CV **01/24/2013 Plaintiff sent via mail and fax a cease and dispute on BARCLAY**

CVI **03/10/13 Fax Gamache 2 times with cease and proof** **PAGE 2** **EX XIII (D)**

CVII **03/18/13 Call Gamache 11:47 cease calling work dispute debt** **EX XIII(D)**

CVIII **03/18/13 MCI G & M Called on 03/10/13 Dispute Debt Cease Calling** **EX XIII (D)**

CIX **06/23/2013 Call from Gamache and Myers regarding Chase Accounts being held in their office for**  
CX collection stated file number 13507652, spoke with staff giving detail on account 06/27/2013 Letter  
CXI from G & M about chase disputed over phone and by fax **EX V (A)**

CXII **06/23/2013 through 06/23/2013 showing blacked out area, like this on multiple pages.** **EX XXXI (I)**

CXIII **06/27/2013 Gamache Billing for end 7652 Disputed Request Documentation** **EX V (A)**

CXIV **07/05/2013 Faxed MCM dispute on debt cease with calls**

CXV **07/05/2013** G& M 0004 recognize dispute.

CXVI **07/29/2013 Blank User Agreement My Name NOT There FROM G & M** **EX IV (C)**

CXVII **07/29/13 Affidavit of Martin Lavergne 03/29/2011 attached, again states part of records, but does not**  
CXVIII give a list of purchases, or proof Plaintiff was part of purchase.

CXIX As stated Midland Funding LLC v. Biehl, 5th Dist. Stark No. 2013 CA 00035, 2013-Ohio-4150, ¶ 24  
CXX **EX VI (D)**

CXXI **07/31/13 G & M letter acknowledge recent communication** **EX VI (B)**

- CXXII **I. The letter provided did not provide information for after debt was settled**
- CXXIII **ii. The blank user agreement contained no information about Plaintiffs.**
- CXXIV CREDIT BUREAU REPORT BLANK 2299 MESSAGES **E XXXI (F)**
- CXXV Plaintiff was **not** told or informed by Chase that her accounts were being sold as indicated
- CXXVI Affidavit of Martin Lavergne given as part of the MDL action, OR SHE would not have offered and
- CXXVII paid a settlement on the debt, but would have filed bankruptcy. **EX VI (D)**
- CXXVIII **07/31/2013** Gamache Documentation SENT VERIFICATION CHASE **EX VI (A)**
- CXXIX **08/23/13** There were multiple calls where I answered from MCM, that were overheard by patrons
- CXXX where I work, and called back to back when I hung up on them.
- CXXXI On one of these calls they spoke with E. Ford, Employer and threatened to garnish
- CXXXII Plaintiffs wages and put a lien against everything she owns, thinking Ms. Ford was Plaintiff.
- CXXXIII **08/24/2013** MCM Called repeatedly to work number in regards to Barclay
- CXXXIV Accounts, these were answered by Plaintiff, Staff, and Eldest Daughter.
- CXXXV **09/02/13** Teddy Parker statement of facts occurring at work in August of 2013 **EX XXVIII (A)**
- CXXXVI **09/23/13** G& M talked about Chase and Barclay collecting for Midland
- CXXXVII Funding, Secretary stated only taking messages and would have Ms. Basham Call.
- CXXXVIII **11/12/13** Gamache and Myers asked for Plaintiff in regards to Barclay, secretary told them
- CXXXIX would have her call you when she came in.
- CXL **11/12/13** Gamache, called about Barclay in WORK office again, and secretary
- CXLI told them just taking message, said to call the next day

- CXLII 12/12/13 Called MCM and disputed debt and told them to cease calling cell and work numbers.
- CXLIII MCM calling per account 8550221927, was told DISPUTED, THIS form is marked disputed, and
- CXLIV shows me calling them 12/12/2013 **EX XXXI (J)**
- CXLV 12/17/13 Secretary could not understand but thought Midland, talked about Chase accounts they
- CXLVI were collecting on.
- CXLVII 12/17/13 Experian 9 of 25 Midland Funding No Dispute Charging Interest Monthly **Ex VII ©**
- CXLVIII Plaintiff called MCM and asked how do I get these disputed on my credit since I have already
- CXLIX disputed them to you, and they are not marked?
- CL MCM told me to advise them of my dispute and they can see if they can assist me.
- CLI Plaintiff told agent on phone that they were settled, and I had already provided checks.
- CLII She stated, would not give name, she needed an agreed upon settlement.
- CLIII I stated they cashed the check, and the terms were on the check.
- CLIV She stated she could not help me.
- CLV No disputes were marked in next report 6 months later.
- CLVI 12/17/13 EXPERIAN PAGE 19/25 SHOWS WHERE G AND M REQUESTED **EX VII (D)**
- CLVII 12/17/2013 Plaintiff ran her credit report to check on status of settled debts **VII (B)**
- CLVIII 12/18 /2013 MCI Fax to Midland Cease and Decease Proof Settlement Chase **EX XIII (E)**
- CLIX 12/18/13 FAXED CEASE AND DESIST TO G AND M **EX XIII (E)**
- CLX 12/18/13 Fax MCM cease and desist **EX XIII (G)**



- CLXI 01/03/14, Another call from California office, MCM, Ms. Ford called the number from letter because
- CLXII they did not leave their number, and told them Plaintiff was going to file charges against them and to
- CLXIII quit calling 573-245-9970.
- CLXIV 01/03/14 Dispute and Cease Calling Work FAXED
- CLXV 01/08/14 MAILED Dennis Owens, cease and desist and provide proof. EX VII(F)
- CLXVI 01/18/14 Calling from California Branch for Angela Basham 573-245-9970, they were told they
- CLXVII were told do not call or leave messages at Efordable for Plaintiff, they had already been faxed and
- CLXVIII mailed a cease and desist, stop leaving fowl mouth messages on answering machine that Secretary
- CLXIX Answers.
- CLXX 1/18/14 Letter to G and M to Dennis Owens FAX TO MCM EX VII(F)
- CLXXI 1/18/14 Letter to G and M to Dennis Owens EX VII (E)
- CLXXII 01/18/14 MCI call Midland Funding
- CLXXIII 01/26/14 MCM stated they had not received, I sent them statement Jay Marshall Ex VI (E)
- CLXXIV CALL LOGS TO OFFICE EX XII (B)
- CLXXV calls occurring daily that were answered see log of calls for messages
- CLXXVI 02/5/2014 MCI multiple messages Midland California Office, Returned Calls EX XIII (F)
- CLXXVII 02/06/14 Multiple messages from Midland California Office, couldn't speak to EX XIII (F)
- CLXXVIII anyone, so left message, this type language would not be tolerated, and they had already
- CLXXIX been told to cease, this was left by Elisha Ford of Efordable Tax.
- CLXXX 02/07/14, 02/09, 02/11, 02/12. 02/15 Returned calls to California Office EX XIII (F)

LXXXI **03/10/14** Case 13cf-ac00460 Midland had me in court early of 2014, I requested

LXXXII discovery, received general objections, then filed a motion to compel, they dismissed

.XXXIII **06/01/14 pg 3 of 7 Midland Funding Barclays No Dispute** IX (A)

.XXXIV **Credit Karma pg 4 of 7 nothing marked disputed** Ex IX (B)

LXXXV **Credit Karma pg 4 of 7 nothing marked disputed** Ex IX (C)

.XXXVI Line 8550221927 sequence 7, paid \$300 to Alliance One, direct to Chase. EX XXXI (I)

XXXVII **Defendants contacted Plaintiff and parties at work before 7 a.m. and after 8 PM per their**

.XXXVIII **second Chase Account, after Employer notified them repeatedly not to call Plaintiff at work.**

.XXXIX **MCM SUPPLIED A phone maintenance sheet for acct end 4732 again shows 2299 messages,**

CXC **and dnc and noncnt.** XXXI (T)

CXCI Defendants used false representation or deceptive means to collect a debt by falsely

CXCII stating that Plaintiff was indebted to them on 4 separate accounts in a multitude of calls, 2 of Chase

CXCIII and Barclay and or Juniper, plus interest, despite not having sufficient documents related to the

CXCIV account in its possession: Or never gave when discovery was asked, when they filed the state court

CXCV collection action, nor the ability or intention of obtaining documents thereafter.

CXCVI Defendant Gamache dismissed the court actions in regards to Chase 13cf-ac00460

CXCVII in Circuit Court. EX XVII (B)

.XCVIII MCM showed acct 8550221927 from 07/19/12-09//16/14 plenty of time to dispute

CXCIX ADDRESS MAIN. ENDING 5657 2299 m'S in upper left corner. EX XXXI (L)

CC BATES 000104 sequence errors 4, 5, 8, 9, 14, does show 01/22/13 but states account loaded not  
CCI called **EX XXXI (O)**

CCII **11/15/19** Plaintiff compelled discovery from Midland Attorneys, even filed motions to compel, they  
CCIII stated none to give **EX X (A)**

CCIV Plaintiff received letter from MCM for 000167, and disputed upon receipt,  
CCV but has lost letter.

CCVI DISPUTED, DO NOT SUE, DELETE FROM CREDIT BUREAU 000169 **EX XXXI(P)**

CCVII Plaintiff received multiple calls from MCM regarding a Barclay Account January through  
CCVIII December of 2013. Plaintiff disputed by telephone each and every call and then,  
CCIX Multiple calls from MCM from 2010-2016 and G&M, from June of 2012-2014,  
CCX first from MCM for Chase, and Midland Funding, then Gamache for Chase, then MCM for  
CCXI Barclay, then Gamache and Myers for Barclay into 2014 to cell and work.

CCXII Plaintiff realizes that the important calls that violated the FDCPA has a one year Clause.

CCXIII Issues still remain that Defendants harassed Plaintiff, staff, and family, throughout 2010-2014 and  
CCXIV then MCM began again harassment even after transferred to Federal Court as referenced in their  
CCXV MDL sheet of calls into 2016.

CCXVI **08/07/14 AFFIDAVIT OF APRIL WARRANT-SCHWING** purchased as charged off account,  
CCXVII Stating line #8 if the debtor **referenced above is a state of California resident:** which I have never  
CCXVIII been, under penalty of perjury.....AND supplied another blank user agreement 000088 not included,  
CCXIX AND gave no record OF Plaintiffs account, just cited info. was one that was purchased, just stated  
CCXX part of records purchased. Midland Funding LLC v. **EX XXXI(S)**

CCXXI 03/18/14 AFFIDAVIT CARLA RODRIGUEZ from Midland as to EX VIII (B)

CCXXII attesting per personal knowledge facts are true and correct, but again where is a record showing that

CCXXIII Plaintiff was part of that purchase EX VIII (C) & (D)

CCXXIV 07/29/13 Affidavit of Martin Lavergne 03/29/2011 attached, again states part of records, but does not

CCXXV give a list of purchases, or proof Plaintiff was part of purchase.

CCXXVI As stated Midland Funding LLC v. Biehl, 5th Dist. Stark No. 2013 CA 00035, 2013-Ohio-4150,

CCXXVII ¶ 24 EX VI (D)

CCXXVIII

CCXXIX 08/11/09 Midland Funding LLC v. Brent, 644 F. Supp. 2D 961, 970 (N.D. Ohio 2009) ruled as

CCXXX affidavit to be false and misleading due to the false attestation of personal knowledge.

CCXXXI 06/1/14 FREE CREDIT SCORES BARCLAY NOT MARKED DISPUTED EX IX (A)

CCXXXII 06/07/2014 wrote asking for proof of debt and why on credit report G & M

CCXXXIII 06/09/14 Gamache0047 recognizing my inquiries blackened area Ex XXXII (A)

CCXXXIV 06/11/14 GAMACHE0048 Notice Black Area, replying to my re EX XXXIV (A)

CCXXXV 7/03/14 GAMACHE0049 D wants it heard on 07/24 Barclay Case EX XXXII (A)

CCXXXVI 07/09/14 Pro Se Discovery, Blackened Areas EX XXXII (A)

CCXXXVII 07/15/14 GAMACHE0050 Notice Blackened Areas EX XXXII (A)

CCXXXVIII 07/18/14 GAMACHE0051 Notice Blackened Areas Most of Page Black EX XXXII (A)

CCXXXIX 07/18/14 GAMACHE0052 Notice Blackened Areas Most of Page Black EX XXXII (A)

CCXL 07/18/14 GAMACHE0054 Notice Blackened Notice of D Claim EX XXXII (A)



|          |   |              |
|----------|---|--------------|
| CCXLI    | 07/31/14 GAMACHE0055 Notice Blackened Notice                              | EX XXXII (A) |
| CCXLII   | 08/04/14 GAMACHE0056 Notice Blackened Diction of no Merit                 | EX XXXII (A) |
| CCXLIII  | 08/08/14 Faxed not interested in settling to G & M                        | EX XXXII (A) |
| CCXLIV   | Plaintiff filed a motion to compel 13 cf-ac000460 Midland                 | ED XXVI (A)  |
| CCXLV    | 08/13/14 Midland dismissed 14CF-AC00113                                   | EX XXIV (B)  |
| CCXLVI   | 07/18/14 <b>GAMACHE0058</b> Notice Blackened Receipt of fax               | EX XXXII (A) |
| CCXLVII  | 07/18/14 <b>GAMACHE0057</b> Entire Page Blackened                         | EX XXXII (A) |
| CCXLVIII | 07/18/14 <b>GAMACHE0058</b> Notice Blackened Notice of D Claim            | EX XXXII (A) |
| CCXLIX   | 08/20/14 <b>GAMACHE0059</b> Judge will not dismiss wants it heard         | EX XXXII (A) |
| CCL      | 08/20/14 <b>GAMACHE0060</b> Most of Page Black asked for default judgment | EX XXXII (A) |
| CCLI     | 08/29/14 <b>GAMACHE0061</b> Judge will not dismiss wants it heard         | EX XXXII (A) |
| CCLII    | 09/10/14 <b>GAMACHE0063</b> Suit Pending.5 page Black                     | EX XXXII (A) |
| CCLIII   | 09/16/14 MCI 3 Faxes to Gamache Dispute and Settlement Pages              | Ex XIII (B)  |
| CCLIV    | 09/18/14 <b>GAMACHE0059</b> Most Page Black                               | EX XXXII (A) |
| CCLV     | 09/22/14 <b>GAMACHE0065</b> Most Page Black motion to compel              | EX XXXII (A) |
| CCLVI    | 09/25/14 <b>GAMACHE0066</b> Most Page Black Affidavit of sale No ATTY     | EX XXXII (A) |
| CCLVII   | 10/01/14 <b>GAMACHE0067</b> 1/2 Page Black Motion to Dismiss              | EX XXXII (A) |
| CCLVIII  | 09/18/14 <b>GAMACHE0071</b> Whole Page Black                              | EX XXXII (A) |
| CCLIX    | 12/10/14 <b>GAMACHE0072</b> 5 Page Black Notice of C. R. of Case          | EX XXXII (A) |

|          |  |              |
|----------|--|--------------|
| CCLX     | 12/12/14 Experian Report Midland Chase Account in Dispute 8 of 25                                  | EX VII (B)   |
| CCLXI    | PG 9 OF 25 not marked disputed, interest charging  | EX VII ©     |
| CCLXII   | Plaintiff found this breakdown of FDCPA and gives copy   | EX VII (E)   |
| CLXIII   | 12/18/14 MCM 11/25/14 Fax to MCM Dispute   |              |
| CLXIV    | 12/28/14 <b>GAMACHE0073</b> Most Page Black Claim Closed   | EX XXXII (A) |
| CCLXV    | 07/22/2019 Forward Messages to Gallegos  | EX XXIII (A) |
| CLXVI    | 08/02/2019 Subpoena ATT for telephone records  | EX XXVII (A) |
| CLXVII   | 10/23/19 National Do Not Call Registry, because of the multitude of calls from D                   | EX XX (A)    |
| CLXVIII  | 12/01/19 Affidavit of Myranda Evans of abuse by Defendants   | EX XVII (A)  |
| CLXIX    | 08/29/2021 Amended Affidavit Elisha Ford for work occurrences                                      | EX XII (A)   |
| CCLXX    | Calls from G and M continued throughout 2014, but when, G and M ceased calling, MCM began          |              |
| CLXXI    | again: and many times it sounded like a foreign language.  |              |
| CLXXII   | Plaintiff Mailed, and spoke disputed to Midland and G & M on multiple occasions about              |              |
| CLXXIII  | Chase, Juniper, and Barclay, speaking and writing about this dispute to both of them with          |              |
| CLXXIV   | initial contact and each contact thereafter: because of constant calls and disclosures to parties. |              |
| CLXXV    | Discovery was requested, never provided, when asked and had to compel they dismissed               |              |
| CLXXVI   | MDL BATES 000236 Break Down 2 pages  | EX-XIV(A)    |
| LXXVII   | Bates Labels Gamache   | EX XXXII (A) |
| CLXXVIII | Message Log from Work part of Elisha Ford Affidavit  | EX XII (B)   |
| CLXXIX   | Plaintiffs income fell drastically because of the overheard calls                                  | EX XII ©     |

- CLXXX **END OF FACTS QUESTION I** but these facts may pertain to Question II and III.
- LXXXI **Question II. This claim is against Midland Credit and Gamache and Myers**
- LXXXII for their violations of the TCPA with the following facts.
- .XXXIII Between February and September 2010.
- .XXXIV **05/04/2010** Plaintiff placed her cellular account /family due not call **XX (A)**
- LXXXV **MCM temporarily used a LiveVox**, 1000's of calls were answered
- .XXXVI On 3 cellular numbers, there were 6588 calls before 7 and after 9
- XXXVII **06/07/2010** Plaintiff received calls that were seconds apart, while MCM was using Live Vox.
- XXXVIII Plaintiff requested their do not call policy, and consent but was not given it.
- .XXXIX It is an undisputed fact that Live Vox is an automatic Dialing system.
- CCXC **Williams v. Schanck, No. 5:15-CV-01434-MHH, 2021 U.S. Dist. LEXIS 16858 (N.D. Ala.**
- CCXCI **Jan. 29, 2021)**, It was decided in this case, via Deposition of Corporate officer, that Live
- CCXCII **Vox is an automated Dialing System**, and that corporate officers could be held liable for
- CCXCIII the conduct of their officers and agents.
- CCXCIV Midland introduced to the MDL Action a list of times calling in relation to Plaintiffs case.
- CCXCV **MCM-BASHAM000001-000236 BROKEN DOWN WITH CELL RECORDS EX XIV (A)**
- CCXCVI Plaintiff HAS copied records that on each of the dates Defendants offered as their call
- CXCVII Log in the MDL action. The number -1 or spoofing was on each of those dates. No
- CCXCVIII telephone number of Midland Funding or Midland Credit was ever entered. None of the
- CCXCIX dates and or times they stated they called showed up in any of the Bates Logs they gave.

CCC In disclosures through MDL action there were other calls in their records not listed on that  
CCCI short list, in the wee hours of the morning or late in the evening, showing only 9 0's as the  
CCCII number dialed, 0's, and 3;s showing on cellular record of 573-855-1217, not mentioned in  
CCCIII the MDL sheet given, and in their ordered agent entered discovery after the MDL a list of  
CCCIV calls made to cellular numbers, multiple, that were not on that list as well.

CCCV **Total calls deemed spoofing from AT&T of 8372, with 21 calls marked a 1 in 2010, Plaintiff**  
CCCVI **placed her entire cellular account on the due not call in May of 2010, and asked MCM and**  
CCCVII **Midland for their dispute policy and the consent they were using to call me, but none was ever**  
CCCVIII **given, and their attorneys stated all discovery was complete.**

CCCIX Calls occurring cellular number occur at the same time on different Numbers XXXIX (B)  
CCCX Calls marked a -1 occurring on same time different dates of youngest daughter XVII (D)

CCCXI Multiple calls occurred at the same exact time on different users on Plaintiffs account.  
CCCXII Plaintiff suggests system was programmed to dial those numbers on a set-time.

CCCXIII **MCM states they used Noble Dialer from 12/2009-07/15/2014 Page 11 XXXIV (A)**

CCCXIV **It is an undisputed fact that Noble was declared an ATDs.**

CCCXV The Court found that RPM's **Noble Predicative Dialer was an ATDS as interpreted**  
CCCXVI **through the lens of Allan."** Midland has stated they use Noble as a dialer to call people.  
CCXVII Ramsey v. Receivables Performance Mgmt., LLC, Case No. 1:16-CV-1059, 2020 U.S. Dist.  
CCXVIII LEXIS 236094 (S.D. Oh. December 15, 2020)

CCCXIX **In footnote marked 3, "MCM still uses the Noble Dialer to call landlines-and cell phones for**  
CCCXX **which it has Strict Consent."**



Plaintiff has requested and subpoena copies of any consent, and any records to telephone calls and recordings, but has never received consent to call, or records, other than what is mentioned, but just the opposite. "These calls were made using predictive dialing functionality on Noble Dialer. Page 13 on dialing Systems MCM-MDL001114."

They state on page 8 **they used AVAYA VOIP with Host 3** Duguid, 141 S. Ct. at 1170. "[A] necessary feature of an auto dialer under [47 U.S.C.] § 227(a)(1)(A) is the capacity to use a random or sequential number generator to either store or produce phone numbers to be called." Duguid, 141 S. Ct. at 1173.

Although it is clear from the text of the auto dialer definition under §227(a) that a device that generates and dials random or sequential numbers qualifies as an ATDS, it is not clear whether a device like the **Avaya system**—that dials from a stored list of numbers only— qualifies as an ATDS.

Fortunately, related provisions clear up any ambiguity. We hold that the plain text of §227, read in its entirety, makes clear that devices that dial from a stored list of numbers are subject to the auto dialer ban. We accordingly AFFIRM the district court's grant of summary judgment for Plaintiffs. Midland stated they used the Avaya system

**In 2011 their were 135 calls that were answered to MCM between all users.**

**11259 calls deemed spoofing by AT & T, with 7695 calls, and 51 calls marked a 1.**

**In 2012, 1134 answered calls to MCM, with 83 marked a 1.**

11528 calls deemed spoofing, with 10258 calls BEFORE 7 A.M. AND AFTER 9 P.M..

**In 2013 their were 187 calls answered to MCM, 11991 spoofing calls.**

- CCXLII 8713 that were too early and too late, and **470 1s. plus a few that were all 3's, or all 0's**
- CCXLIII G & M was calling daughters cellular accounts in 2013 repeatedly.
- CCXLIV In one of these calls Plaintiffs youngest daughter told them to cease calling, she had no information
- CCXLV to help them, but they continued to call into 2014, but cannot state using ATDS equipment
- CCXLVI **In 2014 there were 186 calls marked a 1, vast calls very late and very early in the morning. 238**
- CCXLVII **calls that were answered, calls marked 0000000000** see item 22059 on page 1032 of 573-205-
- CCXLVIII 1850, used Noble pg 11 **XXXIV (A)**
- CCXLIX In 2015 there were only 15 calls that were answered.
- CCCL In 2016 there were 16 calls answered, then we changed services.
- CCCLI **Calls marked 10000000000** see item 23535, page 1248, 23677 page 1256, 23738 page 1260, 23799,
- CCCLII 23800, 23802, page 1264, on 573-855-1217 there were more. **EX XXXIII(A)**
- CCCLIII Spoofing calls continued using family and friends numbers **EX XIII (A), XIX (A)**
- CCCLIV Many of the calls marked a -1 were answered, then got tired of MCM calling, which we knew from
- CCCLV answering these calls **EX XVII (E)**
- CCCLVI Answered calls dialed at the same time on same account **EX XXI (A)**
- CCCLVII Plaintiff realizes that she can not show any of MCMs numbers, because they were never shown as
- CCCLVIII indicated in breakdown of Bates000236, but states by using this as reference shows how many calls
- CCCLIX that were made using -1s and other numbers besides their own, spoofing as well
- CCCLX Plaintiff was charged by the minute for all calls, in which ATT Bill was given to
- CCCLXI Defendants. **EX XIV (B)**

CCLXII Reyes v. Saxon Mortg. Services, Inc., 2009 WL 3738177 \*4 (S.D.Cal.2009)

CLXIII In MDL action Defendants presented a phone maintenance sheet, which clearly shows

CLXIV cellular numbers were marked DNC, and WN for work EX XXXI (N), EX XXXI (H) & (T)

CCLXV Question III

CLXVI AGENCIES (CRA) relating to Plaintiff when MCM was notified by the Plaintiff at an address

CLXVII specified by MCM that

CLXVIII (i)specific information was inaccurate and

CLXIX (ii) the information, was in fact, inaccurate.

CCLXX (iii) Plaintiff was giving them information that was verified as proof that

CLXXI the numbers they were stating were not correct.

CLXXII Experian credit report

CLXXIII Pg 8 of 25, Midland Funding shows they were the owner of Chase Account with date

CLXXIV opened of 02/2010, reporting as of 04/2010. EX VII(B)

CLXXV Page 9 of 25 Midland Funding owner of Barclay Bank Account originally Barclay

CLXXVI Bank of Delaware original amount of 5139, not marked as disputed. EX VII (C)

LXXVII Midland Funding showed charging interest in Barclay Account they owned, without ever

.XXVIII having a judgment or order of the court showing they were due interest and no

CLXXIX statement indicating an amount of interest they were charging was given to Plaintiff.

CLXXX 12/17/2013 Free Credit Scores, Credit Karma

LXXXI 06/01/2014 Free Credit Scores, Credit Karma

LXXXII Page 3 of 7 Not Marked Disputed, Date Reported 05/19/14 EX IX (A)

.XXXIII Page 5 of 7 Chase Bank MF Date opened 05/14/2012 Not Disputed EX IX (C)

.XXXIV Plaintiff stated to both MCM and Gamache Disputed repeatedly,

LXXXV § faxed and mailed disputes, as well as contacting credit departments.

.XXXVI **Bates Label MCM-BASHAM 000011, 000012**

XXXVII Labeled Credit Bureau Reports List, shows that the account was repeated stated from

.XXVIII 04/19/10 through 08/29/16, indicating plenty of opportunity to show these accounts could

.XXXIX have been disputed.

CCCXC **Bates Label MCM-BASHAM000169** Barclay marked Disputed 4732 EX XXXI (P)

.CCXCII **Bates MCM-BASHAM000172** Acct end 4732 credit bureau reports from 03/20/2013

CCXCII through 02/20/2015 Plenty of Time to Dispute EX XXXI (Q)

.CXCIII 1/09/2014 **Bates Label GAMACHE0 0019**, 0040 received fax from d requesting vod and

.CXCIV listing many grievances.

CCXCV **Bates label GAMACHE0041** 08:31:16 Dispute notice Blackened areas

.CXCVI 1/09/14 Telephone call TO WORK where I disputed debt with Gamache 15:45:03.

CXCVII **Bates Label GAMACHE0020** 01/10/14 13:27:40 Disputes Debt Written, this was sent

.XCVIII again after repeated calls to work telephone.

.CXCIX 03/21/14 **Bates Label GAMACHE0026** 08:45:45D's Motion to Compel

CD Plaintiff filed motion to compel multiple times, and they have never complied.



CDI **BatesLabelGAMACHE0004** 07/05/2013 Debtor Disputes debt, rcvd fax and dispute

CDII 08/08/14 **BatesLabelGAMACHE0058** Discovery req aug 2014

CDIII **BatesLabelGAMACHE0065** 09/22/14 14:41:37 Motion to Compel.5 pg blacked out

CDIV **Bates Label MCM-BASHAM000172** Credit Bureau Report for account ending in 4732,

CDV showing Defendants had time to mark account disputed.

CDVI **Bates Label MCM-BASHAM000095** Credit Bureau Reports acct 1927, showing plenty of

CDVII opportunity to dispute, since disputed by Plaintiff

CDVIII **Question IV**

CDIX Defendant Midland Et al must have known by hiring MCM and G&M knowing they were

CDX committing these above actions by the frequent calls to them regarding MCM and G & M.

CDXI Defendants called Plaintiffs work multiple times daily in regards to accounts held in their

CDXII office AND STATED the amounts, and that they were collection agencies.

CDXIII Defendant Midland Funding was called after many of these calls, to try and get assistance

CDXIV with their Employees or Agents, but stated they could not help, they are doing their jobs.

CDXV Midland Credit is just one of the many collection agencies of Midland Funding.

CDXVI Many of these calls were overheard by clients, causing anxiety and tension, then these clients

CDXVII sought other accountants services, causing the Plaintiff to lose income.

CDXVIII Many of these clients reported what they heard outside of Plaintiffs work, repeating these

CDXIX false statements, causing harm to her reputation and her name.

CDXX Arguments occurred daily at her work between her, staff, and daughter, because of the loss of

CDXXI income and clients caused by the overheard calls..

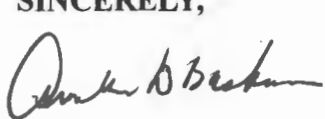
CDXXII The arguments caused constant stress and anxiety between family members, lost  
DXXIII visitation with family and grand children.  
DXXIV Plaintiff reviewed her credit statements in disgust knowing she had disputed each of the debts  
CDXXV which caused her anxiety, headaches, stress, and her blood pressure to rise.  
DXXVI Plaintiff started receiving calls to cell and office from another collection agency  
DXXVII stating they own this debt, and I am now to pay them.  
DXXVIII When asked they purchased it, assuming from Midland Funding during this legal action  
DXXIX against them.  
CDXXX **Question V**  
DXXXI Facts relating to whether Angela Basham is entitled to Overall Judgment against  
DXXXII Midland Funding for violations of the FDCPA, TCPA, and FCRA through the actions  
DXXXIII of Midland Credit and Gamache and Myers hired by Midland Funding.  
DXXXIV As MCM and G& M are acting as agents on behalf Midland Funding, and Midland Funding  
DXXXV receives payments from those agents on collections of accounts, has benefit in the agencies  
DXXXVI collecting for them.  
XXXVII Should Midland Funding be held vicariously liable for MCM's and G. & M FDCPA, TCPA,  
XXXVIII FRCA violations & Mcm FDCPA, TCPA, FRCA violations  
XXXIX Gomez v. Campbell-Ewald Co., 768 F.3d 871, 877-79 (9th Cir. 2014), affd.  
CDXL Campbell-Ewald Co. v. Gomez, 136 S. Ct. 663, 674 (2016)

CDXLI Williams v. Schanck, No. 5:15-cv-01434-MHH, 2021 U.S. Dist. LEXIS 16858 (N.D. Ala.  
CDXLII Jan. 29, 2021).

CDXLIII PLAINTIFF BECAME TOTALLY DISABLED IN 2017, AND I AM THANKFUL THAT I  
CDXLIV HAD THIS STARTED PRIOR, BUT REALIZES IT MAY NOT BE LAID OUT  
CDXLV CORRECTLY.

CDXLVI PLAINTIFF DOES REALIZE THIS IS A LOT OF FACTS AND STATEMENTS, BUT  
CDXLVII FEEL THEY ARE NEEDED TO SHOW THE ABUSE THESE COLLECTORS ARE  
CDXLVIII IMPOSING UPON THE PUBLIC, AND CAN FIND NO OTHER WAY TO SHOW IT  
CDXLIX BUT SHARE THESE. PLAINTIFF PRAYS THAT IF THERE IS ANY OTHER  
CDL ACTION THE COURT CAN PROVIDE TO ASSIST THEY WILL.

CDLI SINCERELY,

 11/19/21

CDLII ANGELA D. BASHAM